

Portsmouth, New Hampshire
Public Works Department

"Annual Chemicals"

INVITATION TO BID

Sealed bid proposals, **plainly marked, Annual Chemicals Bid #31-06 on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **January 26, 2006 @ 2:00pm** at which time all bids will be publicly opened and read aloud.

Scope: To establish annual agreements to supply and deliver chemicals for various operations.

If you would like to obtain a copy of the bid specifications you may call the Purchasing Clerk at 603-610-7227, visit the Finance Department on the third floor at the above address, or visit our website at www.cityofportsmouth.com. **Please continue below for the complete bid document.**

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

If you have any questions please contact the Finance/Purchasing Department at the following number: 603-610-7227.

City of Portsmouth, New Hampshire

Instruction to Bidders
Annual Chemicals

It is the intent of this proposal to establish annual agreements to supply and deliver chemicals used in the operation of three municipal swimming pools (two indoors, one outdoor), two potable water treatment plants and two wastewater treatment plants and the Department of Public Works.

Any quantity specified is an estimate only, and it is to be understood that the City of Portsmouth will purchase just the quantities necessary, at various times, to perform the intended operation. The purchased quantities may be equal to, less than, or greater than, the estimate.

Bid prices shall be in effect from the date of award until March 1, 2006. Successful bidders shall be expected to perform (i.e. make deliveries) through March 15, 2007. The City of Portsmouth reserves the right to negotiate a one or two year extension of the award beyond the expiration date for each individual chemical if it is in the best interest of the City.

All bid prices shall be FOB delivered to the specific municipal destination. No added freight or handling charges will be allowed. Minimum orders which are greater than estimated delivery quantities are not acceptable.

Deposits for cylinders, pallets, or other container shall be refundable and incidental to the award of bids.

Each item will be considered on a separate item basis. This proposal does not require any bidder to submit an "all-or-nothing" bid.

Each item bid shall include the chemical analysis and the origin of manufacture. Any variation between these specifications and a vendor's bid must be listed separately. A **Certificate of Compliance** will also have to be submitted for each chemical that is bid on.

Transportation of chemicals shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements. Contractor shall, if requested by the City, produce documentation to demonstrate compliance with such requirements. Vehicles shall be capable of loading and unloading the chemicals. Tailgate deliveries shall be such that the City is able to transfer bags by manpower from tailgate to pallets. It shall be the contractor's responsibility to have the proper fittings to connect to the existing fittings at each delivery site.

Deliveries shall be made upon order as described in the Bid Specifications at pages 6-19. Contractor shall be capable of receiving orders by fax.

All suppliers shall notify the City (Portsmouth Water Treatment Plant – Madbury, Pease Water Treatment Plant, Municipal Indoor Swimming Pool, Municipal Outdoor Swimming Pool, Spinnaker Point Adult Recreation Swimming Pool, Wastewater Treatment Plant Peirce Island, Wastewater Treatment Plant Pease, Public Works Department) with delivery date and a faxed confirmation including name of driver who will deliver the chemicals.

Samples may be required for testing purposes. No charges for these samples will be allowed.

All invoices will have a reference number that matches to the delivery slip and shall indicate the chemical (specifying the percentage in liquid form as set described in the bid specifications) and the unit of measurement shall be in accordance with the bid unit price.

**Annual Chemicals
Instruction to Bidders (continued)**

1. **Preparation of Bid Proposal**

- a) The bidder shall submit her/his proposal upon the form furnished by the City (attached). The bidder shall specify a unit price, in figures, for each pay item for which a quantity is given. All figures shall be in ink or typed.

If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink.

- b) The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown. If by a partnership the name and post office address of each partnership member must be shown. If as a joint venture, the name and post office address of each must be shown. If by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.

2. **Irregular Proposals**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the Owner or if the form is altered or any thereof is detached.
- b) If there are unauthorized additions, conditional or alternated bids.
- c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- d) If the proposal does not contain a unit price for each pay item listed, except in the authorized alter pay items.

3. **Delivery of Bid Proposals**

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

4. **Withdrawal of Bid Proposals**

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

5. **Public Opening of Bid Proposals**

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are

**Annual Chemicals
Instruction to Bidders (continued)**

invited to be present. Anyone unable to attend the bid opening who would like a copy of the tabulation should contact the Purchasing Clerk at 603-610-7227.

6. **Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders.
- c. Failure to submit all required information as requested in the specifications.

Award

1. **Consideration of Bids**

- a) After the bids are opened and read, the lowest, responsible and qualified bidders for each chemical will be identified. Responsible and qualified Bidders are those that have: the ability, capacity, and skill to perform within the specified time limits; the quality, availability and adaptability of the supplies; the financial resources to fulfill the contract; successfully conducted jar tests prior to bid (as may be applicable) and successfully conducted bench tests within time specified (as may be applicable). Bid results will be available to the public.
- b) The City reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Portsmouth will be promoted thereby.

2. **Award**

Within 30 calendar days after the opening of bids, awards will be made separately for each chemical to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidders will be notified by mail at the address provided on the bid form, that the bid has been accepted and that an award has been made.

If the award is contingent upon successful bench testing of the chemical(s), the bidder will be notified by mail, and shall have 15 days from the date of notification to perform tests. Failure to perform the testing within 15 days will result in disqualification.

If the award is contingent upon successful jar testing of chemical(s), prior to the bid opening, the bidder will have to provide documentation of successful testing to be considered.

3. **Cancellation of Award**

The City reserves the right to cancel the award with 60 days notice without any liability against the City. Should the contractor materially breach its obligations under the bid documents, such as by failing to meet delivery requirements, the City reserves the right to terminate the award with 10 days notice.

**CITY OF PORTSMOUTH
DEPARTMENT OF PUBLIC WORKS
PORTSMOUTH, NEW HAMPSHIRE**

Annual Chemicals Delivery Locations

Portsmouth Water Treatment Plant - Madbury

60 Freshet Road
Madbury, New Hampshire
Phone: 603-749-9692
Fax: 603-740-3650

Pease Water Treatment Plant

Pease International Tradeport
97 Grafton Drive
Portsmouth NH 03801
Phone: 603-749-9692
Fax: 603-740-3650

Municipal Indoor Swimming Pool

50 Andrew Jarvis Drive
Portsmouth, New Hampshire
Phone: 603-427-1546
Fax: 603-433-8819

Municipal Outdoor Swimming Pool

99 Peirce Island
Portsmouth, New Hampshire
Phone: 603-433-0039
Fax: 603-433-8819

Spinnaker Point Adult Recreation Facility

30 Spinnaker Way
Portsmouth, NH 03801
Phone: 603-766-1484
Fax: 603-766-1483

Wastewater Treatment Plant

200 Peirce Island
Portsmouth, New Hampshire
Phone: 603-427-1553
Fax: 603-766-4422

Wastewater Treatment Plant

135 Corporate Drive
Pease International Tradeport
Portsmouth, New Hampshire
Phone: 603-430-9328
Fax: 603-430-2177

Public Works Department

680 Peverly Hill Road
Portsmouth, NH 03801
Phone: 603-427-1530
Fax: 603-427-1539

**Bid Specifications
Annual Chemicals**

**PLEASE NOTE ESTIMATED QUANTITIES ARE BASED ON ANNUAL USAGE
UNLESS OTHERWISE STATED**

1) **25% Caustic Soda**

(i)

Estimated quantity
Delivery location
Description

60,000 gallons
Water Treatment Plant - Madbury
25% Caustic Soda, must conform to AWWA Standard B501-93. Flexible delivery amounts from 2,000 to 4,000 gallons per order delivered to one (1) 8,000 gallon under ground tank and/or two (2), 1000 gallon above ground bulk tanks. Deliveries will require the use of a compressor. All deliveries must be received between the hours of 7:30am and 2:00pm Monday through Friday.

(ii)

Estimated quantity
Delivery location
Description

25,000 gallons
Peirce Island Wastewater Treatment Plant
25% Caustic Soda, must conform to AWWA Standard B501-93, 2,000 gallon deliveries to an underground 4,300 gallon tank. All deliveries must be received by noon.

(iii)

Estimated quantity
Delivery location
Description

1,500 gallons
Pease Wastewater Treatment Plant
25% Caustic Soda, must conform to AWWA Standard B501-93, 400 gallon deliveries to a 500-gallon bulk storage tank. All deliveries must be received by noon.

(iv)

Estimated quantity
Delivery location
Description

250 gallons
Peirce Island Wastewater Treatment Plant
25% Caustic Soda, must conform to AWWA Standard B501-93, 55 gallon drum. A minimum of 1 drum shall be delivered at a time for a maximum total of 8 drums per year. Deliveries made to Peirce Island WWTF to an at grade on-site location as directed by personnel. Deliveries must be received by noon.

Note: All deliveries of 25% caustic soda are to be made within 24-48 hours of order unless otherwise directed by the City.

**Annual Chemicals
(Continued)**

2) **Fluoridation Compound**

Estimated quantity
Delivery location
Description

8,000 gallons
Water Treatment Plant - Madbury
25% Hydrofluosilic Acid
(H_2SiF_6), must conform to AWWA
Standard B703-89, delivered in
30 gallon barrels. Delivery
truck/trailer must have power tailgate.
All deliveries must be received between
the hours of 7:30am and 2:00pm, Mon
through Fri.

3) **Liquid Sodium Hypochlorite**

(i)
Estimated quantity
Delivery location
Description

550,000 gallons
Peirce Island Wastewater Treatment Plant
Sodium Hypochlorite 15%,
must conform to AWWA Standard
300-92, 5,000 gallon deliveries
to two 10,000 gallon above ground tanks.
All deliveries must be received by noon.

(ii)
Estimated quantity
Delivery location
Description

60,000 gallons
Pease Wastewater Treatment Plant
Sodium Hypochlorite 15%, must
conform to AWWA Standard B300-92.
5000 gallon deliveries shall be made to a
5800 gallon above ground tank. All
deliveries must be received by noon.

**Note: All deliveries of liquid sodium hypochlorite shall be made
within 24-48 hours of order unless otherwise directed by the City.**

4) **Calcium Hypochlorite**

Estimated quantity
Delivery location
Description

2,000 pounds
Pease Water Treatment Plant
Dry tablets of calcium hypochlorite to be
used with a calcium hypochlorite
chlorinator manufactured by Arch
Chemicals, Inc. Charlestown. The
chlorinator uses dry tablets and a water
stream to produce a reservoir of active
chlorine solution via an electronically
controlled spray manifold. Approximately
2 deliveries per year. Deliveries are to
be made within 24-48 hours of order
unless otherwise directed by the City and
shall be received by noon.

**Bid Specifications
Annual Chemicals
(Continued)**

5) **Potassium Permanganate**

Estimated Quantity:

1) **Peirce Island WWTF**- 20,000 pounds per year delivered in 125 Kg (320 pound) drums. The delivery vehicle shall be equipped with equipment to provide the off-loading on-site of the 320 pound drums to an at grade location as directed by WWTP personnel. The minimum delivery shall be 4 drums. All products shall be free flowing.

2) **Pease WWTF** 3000 pounds per year delivered in 55 pound pails. All products shall be free flowing. All deliveries must be received by noon. The delivery vehicle shall be equipped with equipment to provide the off-loading on-site of the pallets of pails to an at grade location as directed by WWTP personnel. The minimum delivery shall be eight-55 pound pails.

Delivery Location:

- 1) **Peirce Island WWTF**
- 2) **Pease WWTF**

Description:

The KmnO4 shall be manufactured by CAIROX or equivalent and shall be free flowing. The product shall meet AWWA specifications for water tolerance and particle size and must be NSF certified. Technical service shall be available for on-site assistance during the term of the contract. Technical service is defined as expertise in chemical treatment.

NOTE: All deliveries of potassium permanganate shall be within 24-48 hours of order unless otherwise directed by the City.

**Bid Specifications
Annual Chemicals
(Continued)**

- 6) **Liquid Corrosion-Inhibited Calcium Chloride**
Estimated quantity 5,000 gallons
Delivery location **Public Works Department**
Description 32% +/- 1% Calcium Chloride, 2% max.
 1kali Chloride as NaCl, 0.1% Magnesium as MgCl.
 Typical (in lbs. per gallon)
 Calcium Chloride - 4.5 lbs.
 Sodium Chloride - 0.2 lbs.
 Magnesium Chloride - 0.004 lbs.
 Calcium Sulfate - 0.0004 lbs
 Water - 5.80 lbs.
 The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake CaCl₂.
 Deliveries are to be made within 48 hours from date of order unless otherwise directed by the City. All deliveries must be received between the hours of 8:00am and 3:00pm, Monday through Friday.
- 7) **Sodium Bicarbonate**
Estimated Quantity 250 lbs -650 lbs.
Delivery location **Municipal Indoor Pool/Outdoor Pool/Spinnaker Point Indoor Pool**
Description Used to balance alkalinity.
 Delivered in 50 lb. bags,
 5 bags per delivery. Deliveries are to be made within 5 business days from date of order. All deliveries must be received between the hours of 8:00am and 2:00pm, Monday through Friday.
- 8) **Pulsar Plus Briquettes**
Estimated quantity 2,500 lbs. - 3800 lbs
Delivery location **Indoor Pool/Outdoor Pool/Spinnaker Point Indoor Pool**
Description used to Sanitize Pool water in a dry Chlorinator Pulsar System. 65% Calcium Hypochlorite in a pellet form. Supply In 50lb pails. Delivered quantities for the Outdoor Pool 22-30/ 50-lb. pails. Must be pulsar plus briquetts name brand only. Deliveries are to be made within 24 to 48 hours of order unless otherwise directed by the City. All deliveries must be received between the hours of 8:00 am and 2:00 pm,Monday through Friday.

**CITY OF PORTSMOUTH
DEPARTMENT OF PUBLIC WORKS
PORTSMOUTH, NEW HAMPSHIRE
Bid Proposal Form (1 of 3)**

- 1) **25% Caustic Soda**
 - (i) 4,000 gallon delivery (WTP-M) \$ _____ /gal
 - (ii) 2,000 gallon delivery (WWTP-PI) \$ _____ /gal
 - (iii) 400 gallon delivery (WWTP-P) \$ _____ /gal
 - (iv) 55 gallon drum delivery (WWTP-PI) \$ _____ /gal

- 2) **25% Hydrofluosilic Acid (WTP-M)** \$ _____ /gal

- 3) **Liquid Sodium Hypochlorite**
 - (i) 5,000 gallon delivery (WWTP-PI) \$ _____ /gal
 - (ii) 5,000 gallon delivery (WWTP-P) \$ _____ /gal

- 4) **Calcium Hypochlorite**
 - (i) 50 lb delivery (WTP-Pease) \$ _____ /lb

- 5) **Potassium Permanganate**
 - (i) 320 lb drum (WWTP-PI) \$ _____ /lb
 - (ii) 55 lb pail delivery (WWTP-P) \$ _____ /lb

- 6) **Liquid Calcium Chloride (PWD)** \$ _____ /gal

- 7) **Sodium Bicarbonate (MI/OSP/SP)** \$ _____ /lb

- 8) **Pulsar Plus Briquettes (MI/OSP/SP)** \$ _____ /lb

- 9) **Sodium Thiosulfate, Crystal (MI/OSP/SP)** \$ _____ /lb

- 10) **Gaseous CO2**
 - MI- Municipal Indoor Pool \$ _____ /lb
 - SP- Spinnaker Point Pool \$ _____ /lb

**Annual Chemical Contracts
Bid Proposal Form continued (2 of 3)**

WTP-M (Water Treatment Plant – Madbury)
WT-P (Water Treatment Plant – Pease)
WWTP-PI (WasteWater Treatment Plant –Peirce Island)
WWTP-P (Wastewater Treatment Plant – Pease)
MISP (Municipal Indoor Swimming Pool)
MI/OSP (Municipal Indoor/Outdoor Swimming Pool)
SP (Spinnaker Point Adult Recreation Indoor Pool)
PWD (Public Works Department)

**CITY OF PORTSMOUTH
DEPARTMENT OF PUBLIC WORKS
PORTSMOUTH, NEW HAMPSHIRE
Annual Chemical Contracts
Bid Proposal Form continued (3 of 3)**

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, including the instruction to bidders and bid specifications and agrees to the terms and conditions set forth therein. The Bidder specifically understands that the City is under no obligation to purchase a particular quantity of the products listed. Bidder also understands that bid prices shall include delivery FOB to the address identified in the bid documents. Bidder understands that bid prices shall be inclusive of any and all taxes, fees or other charges.

At all times the undersigned agrees to maintain insurance coverage as described in Exhibit A. The City reserves the right to request insurance certificates demonstrating proof of coverage. The undersigned also agrees that Bidder will indemnify the City against all suits, claims, judgements, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligation under this award. Bidder will defend all such actions with counsel satisfactory to the City at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the City in such action.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by: _____
(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: (_____) _____

Fax No: _____

CONTACT NAME FOR ORDERING PURPOSES: _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

General

The Contractor shall purchase and maintain, during the term of the award, insurance of the limits and types specified below:

- A) Comprehensive General Liability:
 - Bodily injury or Property Damage -- \$1,000,000
 - Combined Single Limit, per occurrence

- B) Automobile and Truck Liability:
 - Bodily Injury or Property Damage -- \$1,000,000
 - Combined Single, Limit, per occurrence

- C) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall, at a minimum, meet the minimum requirements of the most current laws of the State of New Hampshire.

The Contractor agrees to pay on the behalf of and hold harmless the City of Portsmouth for all claims arising in whole or in part from its work on behalf of the City.

The Contractor's insurance shall be primary in the event of a loss.

Evidence of Insurance

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the City upon request. Written notice shall be given to the City of Portsmouth, New Hampshire at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

Forms of Insurance

Insurance shall be in such form as will protect the Contractor from claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this award whether such operation by himself or by anyone directly or indirectly employed by Contractor.